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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9 **AT SEATTLE**

10 MARK BERGER, CANDACE DELEO,
11 LORI BLANCHARD, JEFF
12 BLANCHARD, JOHN BURKE, DIANE
13 BURKE, MIAH EBEL, JOHN FELTIS,
14 ISAAC FRAUSTO, NINA FRAUSTO,
15 DANIELLE HARRINGTON, TYREL
16 HAVEMAN, BEVERLY HOBACK,
17 ROGER JOHNSON, LEI ANN JOHNSON,
18 JAMES LAMBETH, CHRIS LAU, BRUCE
19 LINDSTROM, HEIDI ENGLE, ANDREW
20 MARTIN, KRYSTAL LIPP-MARTIN,
21 MICHAEL MARTONICK, LISABETH
22 MARTONICK, CAMERON MEIER,
23 CAITLYN MEIER, ROBERT MENDEL,
24 ZACHARY MENDEL, TONI MILLER,
25 JACOB RILEY POLARIS, VICTOR
26 RENZ, CONSTANCE RENZ, DOROTHY
SPRING, SHELLEE STRATTON, KERRY
STRICKLAND, GRAYDON STRONG,
AND DEVA SUNKARA

Plaintiffs,

vs.

GENERAL MOTORS, LLC,

Defendant.

No.

**PLAINTIFFS' ORIGINAL
COMPLAINT**

JURY DEMAND

PLAINTIFFS' ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs Mark Berger, Candace DeLeo, Lori Blanchard, Jeff Blanchard, John Burke, Diane Burke, Miah Ebel, John Feltis, Isaac Frausto, Nina Frausto, Danielle Harrington, Tyrel Haveman, Beverly Hoback, Roger Johnson, Lei Ann Johnson, James Lambeth, Chris Lau, Bruce Lindstrom, Heidi Engle, Andrew Martin, Krystal Lipp-Martin, Michael Martonick, Lisabeth Martonick, Cameron Meier, Caitlyn Meier, Robert Mendel, Zachary Mendel, Toni Miller, Jacob Riley Polaris, Victor Renz, Constance Renz, Dorothy Spring, Shellee Stratton, Kerry Strickland, Graydon Strong, and Deva Sunkara ("Plaintiffs") file Plaintiffs' Original Complaint complaining of General Motors, LLC ("GM" or "Defendant") and respectfully show the Court as follows:

I. PARTIES

Plaintiffs

1. Plaintiffs Mark Berger and Candace DeLeo are citizens of the State of Washington who acquired a 2020 Chevrolet Bolt bearing VIN 1G1FY6S07L4105112 in the State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs would not have acquired the vehicle or would have paid substantially less for it. Because Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs suffered overpayment damages at the time of the acquisition and suffered incidental, consequential and actual damages after the vehicle's acquisition.

2. Plaintiffs Lori Blanchard and Jeff Blanchard are citizens of the State of Washington who acquired a 2020 Chevrolet Bolt bearing VIN 1G1FY6S08L4146252 in the

1 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
2 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
3 would not have acquired the vehicle or would have paid substantially less for it. Because
4 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
5 suffered overpayment damages at the time of the acquisition and suffered incidental,
6 consequential and actual damages after the vehicle's acquisition.
7

8 3. Plaintiffs John Burke and Diane Burke are citizens of the State of Washington
9 who acquired a 2020 Chevrolet Bolt bearing VIN 1G1FZ6S03L4135043 in the State of
10 Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle and its
11 battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs would
12 not have acquired the vehicle or would have paid substantially less for it. Because Plaintiffs
13 were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs suffered
14 overpayment damages at the time of the acquisition and suffered incidental, consequential and
15 actual damages after the vehicle's acquisition.
16

17 4. Plaintiff Miah Ebel is a citizen of the State of Washington who acquired a 2020
18 Chevrolet Bolt bearing VIN 1G1FZ6S03L4113320 and a 2020 Chevrolet Bolt bearing VIN
19 1G1FZ6S08L4115726 in the State of Washington. At the time of the acquisition, Plaintiff was
20 unaware that the vehicle and its battery were defective. Had Plaintiff known the true facts about
21 the vehicle, Plaintiff would not have acquired the vehicle or would have paid substantially less
22 for it. Because Plaintiff was unaware of the defective nature of the vehicle and its defective
23 battery, Plaintiff suffered overpayment damages at the time of the acquisition and suffered
24 incidental, consequential and actual damages after the vehicle's acquisition.
25

26 5. Plaintiff John Feltis is a citizen of the State of Washington who acquired a 2018

1 Chevrolet Bolt bearing VIN 1G1FX6S00J4110071 in the State of Washington. At the time of
2 the acquisition, Plaintiff was unaware that the vehicle and its battery were defective. Had
3 Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the vehicle
4 or would have paid substantially less for it. Because Plaintiff was unaware of the defective
5 nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages at the
6 time of the acquisition and suffered incidental, consequential and actual damages after the
7 vehicle's acquisition.
8

9 6. Plaintiffs Isaac Frausto and Nina Frausto are citizens of the State of Washington
10 who acquired a 2021 Chevrolet Bolt bearing VIN 1G1FZ6S00M4114426 in the State of
11 Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle and its
12 battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs would
13 not have acquired the vehicle or would have paid substantially less for it. Because Plaintiffs
14 were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs suffered
15 overpayment damages at the time of the acquisition and suffered incidental, consequential and
16 actual damages after the vehicle's acquisition.
17

18 7. Plaintiff Danielle Harrington is a citizen of the State of Washington who
19 acquired a 2020 Chevrolet Bolt bearing VIN 1G1FY6S00L4140235 in the State of Washington.
20 At the time of the acquisition, Plaintiff was unaware that the vehicle and its battery were
21 defective. Had Plaintiff known the true facts about the vehicle, Plaintiff would not have
22 acquired the vehicle or would have paid substantially less for it. Because Plaintiff was unaware
23 of the defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment
24 damages at the time of the acquisition and suffered incidental, consequential and actual
25 damages after the vehicle's acquisition.
26

1 8. Plaintiff Tyrel Haveman is a citizen of the State of Washington who acquired a
2 2017 Chevrolet Bolt bearing VIN 1G1FW6S05H4175611 in the State of Washington. At the
3 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.
4 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
5 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
6 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
7 at the time of the acquisition and suffered incidental, consequential and actual damages after
8 the vehicle's acquisition.
9

10 9. Plaintiff Beverly Hoback is a citizen of the State of Washington who acquired a
11 2022 Chevrolet Bolt bearing VIN 1G1FX6S01N4106181 in the State of Washington. At the
12 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.
13 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
14 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
15 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
16 at the time of the acquisition and suffered incidental, consequential and actual damages after
17 the vehicle's acquisition.
18

19 10. Plaintiffs Roger Johnson and Lei Ann Johnson are citizens of the State of
20 Washington who acquired a 2020 Chevrolet Bolt bearing VIN 1G1FX6S08L4137277 in the
21 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
22 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
23 would not have acquired the vehicle or would have paid substantially less for it. Because
24 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
25
26

1 suffered overpayment damages at the time of the acquisition and suffered incidental,
2 consequential and actual damages after the vehicle's acquisition.

3 11. Plaintiff James Lambeth is a citizen of the State of Washington who acquired a
4 2021 Chevrolet Bolt bearing VIN 1G1FZ6S0XM4105216 in the State of Washington. At the
5 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.
6 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
7 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
8 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
9 at the time of the acquisition and suffered incidental, consequential and actual damages after
10 the vehicle's acquisition.
11

12 12. Plaintiff Chris Lau is a citizen of the State of Washington who acquired a 2019
13 Chevrolet Bolt bearing VIN 1G1FY6S03K4145637 in the State of Washington. At the time of
14 the acquisition, Plaintiff was unaware that the vehicle and its battery were defective. Had
15 Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the vehicle
16 or would have paid substantially less for it. Because Plaintiff was unaware of the defective
17 nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages at the
18 time of the acquisition and suffered incidental, consequential and actual damages after the
19 vehicle's acquisition.
20

21 13. Plaintiffs Bruce Lindstrom and Heidi Engle are citizens of the State of
22 Washington who acquired a 2020 Chevrolet Bolt bearing VIN 1G1FZ6S06L4145937 in the
23 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
24 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
25 would not have acquired the vehicle or would have paid substantially less for it. Because
26

1 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
2 suffered overpayment damages at the time of the acquisition and suffered incidental,
3 consequential and actual damages after the vehicle's acquisition.

4 14. Plaintiffs Andrew Martin and Krystal Lipp-Martin are citizens of the State of
5 Washington who acquired a 2020 Chevrolet Bolt bearing VIN 1G1FY6S07L4130771 in the
6 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
7 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
8 would not have acquired the vehicle or would have paid substantially less for it. Because
9 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
10 suffered overpayment damages at the time of the acquisition and suffered incidental,
11 consequential and actual damages after the vehicle's acquisition.
12

13 15. Plaintiffs Michael Martonick and Lisabeth Martonick are citizens of the State of
14 Washington who acquired a 2021 Chevrolet Bolt bearing VIN 1G1FZ6S02M4105744 in the
15 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
16 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
17 would not have acquired the vehicle or would have paid substantially less for it. Because
18 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
19 suffered overpayment damages at the time of the acquisition and suffered incidental,
20 consequential and actual damages after the vehicle's acquisition.
21

22 16. Plaintiffs Cameron Meier and Caitlyn Meier are citizens of the State of
23 Washington who acquired a 2021 Chevrolet Bolt bearing VIN 1G1FZ6S02M4101032 in the
24 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
25 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
26

1 would not have acquired the vehicle or would have paid substantially less for it. Because
2 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
3 suffered overpayment damages at the time of the acquisition and suffered incidental,
4 consequential and actual damages after the vehicle's acquisition.

5
6 17. Plaintiffs Robert Mendel and Zachary Mendel are citizens of the State of
7 Washington who acquired a 2017 Chevrolet Bolt bearing VIN 1G1FX6S03H4184093 in the
8 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
9 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
10 would not have acquired the vehicle or would have paid substantially less for it. Because
11 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
12 suffered overpayment damages at the time of the acquisition and suffered incidental,
13 consequential and actual damages after the vehicle's acquisition.

14
15 18. Plaintiff Toni Miller is a citizen of the State of Washington who acquired a 2018
16 Chevrolet Bolt bearing VIN 1G1FX6S03J4117368 in the State of Washington. At the time of
17 the acquisition, Plaintiff was unaware that the vehicle and its battery were defective. Had
18 Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the vehicle
19 or would have paid substantially less for it. Because Plaintiff was unaware of the defective
20 nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages at the
21 time of the acquisition and suffered incidental, consequential and actual damages after the
22 vehicle's acquisition.

23
24 19. Plaintiff Jacob Riley Polaris is a citizen of the State of Washington who acquired
25 a 2021 Chevrolet Bolt bearing VIN 1G1FY6S00M4111254 in the State of Washington. At the
26 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.

1 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
2 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
3 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
4 at the time of the acquisition and suffered incidental, consequential and actual damages after
5 the vehicle's acquisition.
6

7 20. Plaintiffs Victor Renz and Constance Renz are citizens of the State of
8 Washington who acquired a 2020 Chevrolet Bolt bearing VIN 1G1FZ6S08L4116925 in the
9 State of Washington. At the time of the acquisition, Plaintiffs were unaware that the vehicle
10 and its battery were defective. Had Plaintiffs known the true facts about the vehicle, Plaintiffs
11 would not have acquired the vehicle or would have paid substantially less for it. Because
12 Plaintiffs were unaware of the defective nature of the vehicle and its defective battery, Plaintiffs
13 suffered overpayment damages at the time of the acquisition and suffered incidental,
14 consequential and actual damages after the vehicle's acquisition.
15

16 21. Plaintiff Dorothy Spring is a citizen of the State of Washington who acquired a
17 2021 Chevrolet Bolt bearing VIN 1G1FY6S05M4113968 in the State of Washington. At the
18 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.
19 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
20 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
21 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
22 at the time of the acquisition and suffered incidental, consequential and actual damages after
23 the vehicle's acquisition.
24

25 22. Plaintiff Shellee Stratton is a citizen of the State of Washington who acquired a
26 2018 Chevrolet Bolt bearing VIN 1G1FX6S04J4112762 in the State of Washington. At the

1 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.
2 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
3 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
4 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
5 at the time of the acquisition and suffered incidental, consequential and actual damages after
6 the vehicle's acquisition.
7

8 23. Plaintiff Kerry Strickland is a citizen of the State of Washington who acquired
9 a 2021 Chevrolet Bolt bearing VIN 1G1FY6S05M4111654 in the State of Washington. At the
10 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.
11 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
12 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
13 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
14 at the time of the acquisition and suffered incidental, consequential and actual damages after
15 the vehicle's acquisition.
16

17 24. Plaintiff Graydon Strong is a citizen of the State of California who acquired a
18 2022 Chevrolet Bolt bearing VIN 1G1FX6S01N4116533 in the State of Washington. At the
19 time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective.
20 Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the
21 vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the
22 defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages
23 at the time of the acquisition and suffered incidental, consequential and actual damages after
24 the vehicle's acquisition.
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26

25. Plaintiff Deva Sunkara is a citizen of the State of Washington who acquired a 2021 Chevrolet Bolt bearing VIN 1G1FZ6S04M4105132 in the State of Washington. At the time of the acquisition, Plaintiff was unaware that the vehicle and its battery were defective. Had Plaintiff known the true facts about the vehicle, Plaintiff would not have acquired the vehicle or would have paid substantially less for it. Because Plaintiff was unaware of the defective nature of the vehicle and its defective battery, Plaintiff suffered overpayment damages at the time of the acquisition and suffered incidental, consequential and actual damages after the vehicle's acquisition.

Defendant

26. Defendant General Motors LLC is a Delaware limited liability company with its principal place of business in Detroit, Michigan. The sole member of General Motors LLC is General Motors Holdings, LLC, which is also a Delaware limited liability company with its principal place of business in Michigan. The sole member of General Motors Holdings, LLC is General Motors Company, a corporation organized under the laws of Delaware with its principal place of business in Michigan. Therefore, General Motors, LLC (“GM”) is a citizen of the states of Delaware and Michigan.

II. VENUE AND JURISDICTION

27. The Court has diversity jurisdiction because Plaintiffs and Defendant are citizens of different states and the amount in controversy exceeds \$75,000 for each Plaintiff exclusive of interest and costs. GM is a corporation organized, doing business, and existing under the laws of Delaware with its principal place of business in Michigan.

28. This Court also has original jurisdiction to hear this case by virtue of 15 U.S.C. § 2310(d)(1)(A), the Magnuson-Moss Warranty Act, conferred under 28 U.S.C. § 1131. The

1 amount in controversy exceeds \$50,000 (exclusive of interest and costs) computed on the basis
2 of all claims to be determined in this suit. The amount of any individual claim of any individual
3 plaintiff is not less than the sum or value of \$25.00. The Court has supplemental jurisdiction
4 over Plaintiffs' state law claims under 28 U.S.C. § 1367.

5
6 29. This Court has personal jurisdiction over GM because a substantial part of the
7 events, omissions, or misrepresentations giving rise to these claims occurred in and emanated
8 from this District.

9 30. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a
10 substantial part of the events, transactions, and conduct giving rise to the claims occurred in
11 and emanated from this District.

12 **III. FACTS**

13
14 31. GM markets and sells the Chevrolet Bolt, a front-motor, five-door, all-electric,
15 plug-in hatchback. This action arises out of GM's failure to disclose and then adequately repair
16 a uniform and widespread defect in the 60 kWh 350 V lithium-ion battery (hereinafter the
17 "Defective Battery") in the Chevrolet Bolt that has led to numerous safety recalls and guidance
18 from GM that imposes highly restrictive limitations on consumers' use of the vehicles. The
19 defect causes the high voltage battery to overheat when charged to full or nearly full capacity,
20 which can result in catastrophic and destructive fires, resulting in an unreasonable safety risk to
21 the drivers and passengers of vehicles equipped with the Defective Battery. These vehicles
22 (hereinafter "Defective Vehicles" or "Vehicles") are the 2017–22 model year Chevrolet Bolt
23 EVs and 2002 Chevrolet Bolt EUVs (hereinafter "Chevy Bolt" or "Bolt").
24

25 **A. Development and Production of the Defective Vehicles.**

26

1 32. GM introduced the Chevy Bolt EV concept in the 2015 Detroit Auto Show and
2 presented it as “a vision for an affordable, long-range all-electric vehicle designed to offer more
3 than 200 miles of range starting around \$30,000.”

4 33. On January 6, 2016, General Motors Chair and CEO Mary Barra formally
5 unveiled the 2017 Chevy Bolt and touted the Vehicle’s 200-plus mile range and comparatively
6 low charging time required to reach 80 percent capacity, noting that “the Bolt EV can actually
7 give you time back.” Highlighting their EV experience derived from the similarly named Chevy
8 Volt, GM partnered with Korean supplier LG Corporation and its Korean and American
9 subsidiaries to develop and manufacture “an all-new cell and battery pack to offer more than an
10 estimated 200 miles of range.”
11

12 34. The Bolt was GM’s version of an all-electric vehicle, competing with emerging
13 all-electric vehicle lines promoted by new market entrants like Tesla, Nissan, and BMW. It
14 quickly garnered a number of accolades, including the 2017 Motor Trend Car of the Year, North
15 American Car of the Year, 2017 Green Car of the Year, and Automobile Magazine 2017 All
16 Star awards. These awards touted the Bolt’s range and cost—“the \$30,000 . . . Bolt EV cut[] by
17 more than half what an electric car with 238 miles range would have cost [in 2015].” Green Car
18 Reports stated that the “most important thing about the Bolt EV” was “how far you can go on a
19 single charge,” noting that the 2017 Bolt offered “the range of a Tesla, for roughly half the price.”
20 The Bolt was lauded as “the 200-mile-range EV with cool connectivity that people can actually
21 afford.”
22

23 35. Range is a key consideration for purchasers and lessees of electric vehicles. It
24 takes substantially longer to charge an electric vehicle than it does to fill up a tank of gas, and a
25 fully charged electric vehicle cannot travel as far on a single charge as most gas-powered
26

1 vehicles can travel on a full tank of gas. The impressive range of the Bolt was advertised as being
 2 the result of an “unprecedented” partnership between Defendant GM and LG.

3 **B. Defendants’ Marketing to Defective Vehicle Owners and Lessees**
 4 **Emphasized the Battery Power and Range of the Chevy Bolt.**

5 36. Range is critical to the success of an all-electric vehicle. Car and Driver
 6 Magazine describes range as “the all-important stat”—because electric vehicles “can’t be
 7 driven as far on a single charge as most gas-powered cars can go on a tank of fuel” and because
 8 electric vehicle batteries “can’t be rejuiced in the five minutes it takes to top up a car’s tank at
 9 a gas station.” Because battery charging takes more time than refilling a gasoline tank, an all-
 10 electric vehicle’s usefulness is directly related to the distance the automobile can travel before
 11 needing a recharge. Therefore, electric car buyers particularly rely on manufacturer
 12 representations regarding how far the automobile can travel on a single charge.
 13

14 37. Electric vehicles like the Bolt have important environmental and financial
 15 advantages over conventional vehicles with internal combustion engines. Significantly, all-
 16 electric vehicles do not produce any of the tailpipe emissions—such as nitrogen oxides and
 17 other smog-forming pollutants, other pollutants harmful to human health, and greenhouse
 18 gases such as carbon dioxide and methane—that are produced by vehicles with internal
 19 combustion engines. The lack of tailpipe emissions means that electric vehicles theoretically
 20 help improve air quality, improve public health, and reduce the overall ecological damage
 21 caused by driving personal vehicles. This benefit is especially significant in states where most
 22 electricity is generated from sources other than coal-fired plants. In addition to the
 23 environmental benefits, in general, the cost of electricity to charge an electric vehicle is
 24 considerably less than the cost of fueling with gasoline or diesel.
 25
 26

1 38. Range and charging ability are two primary considerations of consumers that
2 decide to purchase an electric vehicle. The 2017, 2018, and 2019 Bolt EV Owner’s Manuals
3 state that charging the Battery from a standard 120-volt AC electrical outlet for an hour would
4 yield about 4–6 miles of driving range. If the Battery were completely depleted, it would take
5 more than 50 hours to fully recharge at that rate. For this reason, many Bolt owners and lessees
6 install “Level Two” 240-volt charging stations at their residences. Although faster, 240-volt
7 chargers still provide only about 25 miles of driving range per hour of charging and take nearly
8 10 hours to fully charge from fully depleted. Necessarily, then, the distance one can drive on
9 a fully-charged battery without stopping to recharge the battery (the “battery range” or
10 “range”) is one of the most critical factors to consider in purchasing any all-electric vehicle.
11

12 39. GM was aware of this consideration when marketing the Chevy Bolt. At the
13 time of its release, the Chevy Bolt was marketed as having a travel range of 238 miles without
14 recharging. Defendants have consistently made that same representation to consumers since
15 they started marketing the Bolt to the general public. GM went to great lengths in its attempt
16 to demonstrate a 238-mile range, including taking a Car and Driver writer on a test drive “from
17 Monterey to Santa Barbara, California, that spanned approximately 240 miles on coastal
18 highways.”
19

20 40. This marketing was particularly important for GM because around the same
21 time as the release of the Bolt, Tesla released a comparable compact electric vehicle—the
22 Tesla Model 3. Both vehicles advertised a range of over 200 miles on a single charge, making
23 them some of the “first [electric vehicles] that could conceivably function as a family’s lone
24 car.” The Model 3, however, advertised a significantly faster charging time than the Bolt—the
25 Bolt’s fastest charging option, the direct-current fast-charging capability, does not come
26

1 standard with the Bolt and costs consumers an extra \$750, and the Bolt takes about twice as
2 long to fast-charge as the Model 3.

3 41. The Bolt's slower charging time, combined with limited access to charging
4 stations, meant that consumers would not be able to make longer trips with the Bolt without
5 significant planning. The inconvenience of charging combined with the slower charging time
6 of the Bolt when compared to its direct competitors made every additional mile of the Bolt's
7 range critically important to consumers.
8

9 42. GM repeatedly emphasized the Bolt's purported range in its marketing. For
10 example, GM's pressroom released this statement about the launch of the Chevy Bolt:

11 Chevrolet promised to offer the first affordable electric vehicle with 200 miles or
12 more of range and will exceed those expectations when the 2017 Bolt EV goes on
13 sale later this year. With the vehicle's EPA-estimated range of 238 miles, owners
14 can expect to go beyond their average daily driving needs — with plenty of range
to spare — in the 2017 Bolt EV.

15 At the time of the 2017 Chevy Bolt's release, GM published a specifications sheet
16 disclosing that the Vehicle was able to maintain a driving range of an estimated 238 miles. The
17 accompanying "product information" fact sheet regarding the 2017 Bolt confirmed that it
18 offered an estimated 238 miles of range. The same was true for the 2018 Chevy Bolt's release,
19 in which GM published the same specifications sheet disclosing the Vehicle's 238-mile battery
20 range, and further reiterated the 238-mile range on its product information fact sheet.
21

22 43. GM further emphasized the range of the Bolt in a number of advertisements,
23 like this ad from The Washington Post in June 2017, which prominently asks consumers to
24 "begin a long-distance relationship, now":
25
26



44. GM touted the Chevy Bolt's Battery as being "where it all starts," and advertised an energy capacity of 60 kWh, which GM said allowed drivers to travel an EPA-estimated 238 miles on a single full charge. An example of one such advertisement touting the Bolt's battery capabilities appears below:

The Battery: Where It All Starts

You have places to go, and the Chevrolet Bolt EV makes it possible with a nickel-rich lithium-ion battery. Here's how: The battery chemistry enhances heat resistance and a liquid cooling system helps manage its temperature when the outside climate varies. Plus, the battery pack has an energy capacity of 60 kWh – which allows you to travel an EPA-estimated 238 miles of range on a full charge.¹

And thanks to an innovative battery cell arrangement, Bolt EV offers a low-profile underbody. This maximizes interior space for passengers and cargo. The centrally located battery pack provides an optimal center of gravity for excellent ride and handling.



GM also displayed the range in a commercial from 2017:



45. One of the Bolt's first three customers stated in a GM press release that it was "the range and technology" that attracted him to the Bolt. After making its initial deliveries of the 2017 Bolt to its very first customers at the end of 2016, GM issued a press release that quoted a California customer who replaced a competing electric car model: "The range and technology attracted me to the Bolt. . . . I look forward to the longer drives I can make compared to the [BMW] i3 that I owned." For the 2018 and 2019 versions of the Bolt, GM continued to tout the Bolt's range prominently in advertisements and press materials that it intended to be disseminated to consumers. Despite GM's representations, the most critical aspect of the Bolt's much-lauded range—the battery—could not be safely charged fully, and the represented range could not be achieved without risking a catastrophic fire.

C. The Defective Battery Poses a Significant Safety Risk to Defective Vehicle Owners and Lessees.

46. Lithium-ion batteries, such as the Defective Battery used in the Bolt, are used in most electric vehicles because of their "high power-to-weight ratio, high energy efficiency, good high-temperature performance, and low self-discharge." However, these batteries also

1 have a well-documented history of fire issues. Safety concerns related to unexpected fires have
2 been well documented—including a battery fire that happened weeks after the crash test of a
3 Chevy Volt in 2011 and several Tesla Model S vehicles that suddenly caught fire while parked
4 in 2019—and are known to GM. Unfortunately, GM ignored safety concerns in order to
5 market the Vehicle’s range, despite warnings published in October 2017 by the National
6 Highway Traffic Safety Administration (“NHTSA”) that overcharging lithium-ion batteries
7 can result in one of several exothermic reactions that have the potential to initiate thermal
8 runaway resulting in spontaneous ignition.
9

10 **1. The Bolt Lithium-Ion Battery Is Defective.**

11 47. Like other batteries, lithium-ion batteries are made up, in pertinent part, of
12 multiple power-generating compartments called “cells.” Each cell contains the basic functional
13 components of a battery: a positive electrode, a negative electrode, and an electrolyte.
14

15 48. In order to develop a battery that would deliver the advertised range,
16 Defendants developed a battery with “new cell design and chemistry.” The battery contains
17 “nickel-rich lithium-ion chemistry” that purportedly provides “improved thermal performance
18 over other chemistries” and requires a “smaller active cooling system for more efficient
19 packaging.” According to Defendants, the Bolt uses “active thermal conditioning . . . to keep
20 the battery operating at its optimum temperature, which results in solid battery life
21 performance.”
22

23 49. The lithium-ion Batteries in the Defective Vehicles were produced at an LG
24 Chem facility in Ochang, South Korea. An image of the Bolt’s battery pack is displayed below:
25
26



50. The Bolt's battery is structured with the cells arranged "like books on a bookshelf, in groups." Each group of pouch cells is "stacked to make modules," which are "held together at the ends by long bolts." "The [battery] pack thermal management is regulated by sensing temperature via thermistors located at the ends of the modules" and the liquid coolant is distributed via channels at the base of the cell packs.

51. GM repeatedly advertised this cell design and chemistry as delivering "a battery system with 160 kilowatts of peak power and 60 kilowatts hours of energy." However, GM was unable to achieve this result without endangering Plaintiffs and other drivers because the thermal management system was inadequate to prevent thermal runaway during charging.

52. According to NHTSA, proper management of the electrical loads among cells in a pack helps maintain overall charge and discharge performance within an acceptable range. Because temperature is a key indicator of cell electrical performance (e.g., hotter cells may discharge or charge more quickly than colder cells), thermal management strategies must be integrated into the battery system design to monitor charging and discharging events and mitigate potentially problematic conditions that can create a risk of fires like those at issue here.

2. GM Knew About the Battery Defect.

53. After the release of the 2017 Bolt, drivers quickly began to experience issues stemming from the Bolt's lithium-ion battery. Drivers experienced losses of propulsion while driving the Vehicles—including experiencing a sudden inability to accelerate the Vehicle while driving. Multiple drivers experienced sudden drops in battery levels and loss of power to their Vehicles, some while driving in dangerous conditions.

54. In December 2016, shortly after launching the Bolt, GM issued Service Bulletin PIC6239 informing dealers of a “Bolt EV (BEV2) High Voltage Battery Exchange and internal Parts Process” that might require dealers to replace the Bolt's “Rechargeable Energy Storage System (RESS)” (i.e., the Battery) or certain related components. This quality improvement program listed steps to determine whether components of the high voltage battery pack needed replacement.

55. GM addressed the loss of propulsion issue caused by the Defective Battery in a November 2017 customer satisfaction program bulletin:

Certain 2017 model year Chevrolet Bolt EV vehicles may have a condition in which the cells within the battery pack have low voltage. This condition is related to the state of charge of the cell group. Eventually, the difference in the state of charge of the cell groups (average vs. minimum) may exceed a threshold.

GM informed owners that when this condition occurs, the “high voltage battery pack” must be replaced.

56. By 2019, the issues with the lithium-ion batteries began to escalate when consumers began experiencing vehicle fires when charging their vehicles to a full or near-full charge. On information and belief, the same issue that causes the low-voltage condition in certain cell groups can cause high-voltage conditions in certain cell groups in the Defective

1 Battery. This issue can cause dangerous overheating of the battery while charging, resulting in
2 fires in the Defective Vehicles. NHTSA has warned that the “affected vehicles’ [battery] cell
3 packs have the potential to smoke and ignite internally, which could spread to the rest of the
4 vehicle and cause a structure fire if parked inside a garage or near a house” and that the vehicles
5 “can catch fire even if they are turned off, parked, and disconnected from a charging unit.”
6

7 57. NHTSA has received numerous reports of fires in Defective Vehicles during
8 or shortly after charging. The first complaint of spontaneous fire from the Defective Vehicles
9 was submitted to NHTSA on July 8, 2019:

10 NHTSA ID Number: 11230072

11 NHTSA Posting Date: July 8, 2019

12
13 ON MARCH 17, 2019 AT APPROXIMATELY 3:45P.M., WE PARKED
14 THE BOLT IN THE DRIVEWAY OF OUR HOME. WE EXITED THE
15 BOLT AND PLUGGED IT INTO OUR JUICEBOX (LEVEL 2) CHARGER
16 AS USUAL. AT APPROXIMATELY 5:00 PM, WE WERE ALERTED
17 THAT THE BOLT WAS ON FIRE. WE DISCOVERED SMOKE
18 BILLOWING OUT OF THE REAR OF THE BOLT AND THE BOLT
19 APPARENTLY COMBUSTING FROM WITHIN IN THE AREA OF THE
20 BATTERY CELLS. THE FIRE DEPARTMENT WAS CONTACTED AND
21 TOOK APPROXIMATELY 3 HOURS TO CONTROL THE FIRE AND
22 SMOKE. THE FIRE DEPARTMENT EVACUATED US, OUR
23 DOWNSTAIRS NEIGHBORS, AND BOTH UNITS OF THE HOME NEXT
24 DOOR DURING THE FIRE. THE FUMES FROM THE BURNING
25 MATERIALS WAS SO THICK AND NOXIOUS IT PERMEATED OUR
26 HOME, REQUIRING PROFESSIONAL CLEANING. WE EXPERIENCED
HEADACHES FOLLOWING CONTACT WITH THE SMOKE. THE
BOLT IS A TOTAL LOSS. IT TOOK CHEVY A FEW DAYS TO
RESPOND TO OUR CLAIM. EVENTUALLY CHEVY SENT TWO
ENGINEERS FROM DETROIT TO OUR DRIVEWAY TO INSPECT THE
JUICE BOX. **CHEVY PURCHASED THE CAR FROM THE
INSURANCE COMPANY.**

58. From July 20, 2020, to August 26, 2020, GM received at least four claims
alleging that the Defective Vehicles’ battery pack had caused a fire. GM identified more than

1 a dozen battery-related allegations of fire involving 2017–19 Bolt vehicles. GM’s internal
2 investigations (spanning from August–November 2020, according to GM) revealed that in at
3 least five of those cases the fire was related to the battery. In four such cases, the fire occurred
4 when the battery was highly charged just before the fire occurred.

5 59. Despite evidence of fires resulting from charging the Bolt’s batteries to
6 100%—and despite GM’s apparent purchase of an affected Vehicle for investigative purposes
7 and knowledge of the fires—a GM engineer gave an interview months after the first NHTSA
8 complaints, saying that “[w]e engineered the battery system so that you can charge to 100%
9 and maximize range. If you want maximum range, charge to 100%.” GM actually encouraged
10 Chevy Bolt owners and lessees to “top off your battery as much or as little as you like.”
11

12 60. As the numerous NHTSA complaints show, and as GM has admitted via its
13 public statements about the recalls, this is untrue. The Defective Battery is at risk of catching
14 fire at full or near full charge unless the Defective Vehicles are modified to deplete full battery
15 capacity, significantly reducing the Vehicle range below the advertised 238-mile range that
16 consumers were promised when they purchased or leased the Defective Vehicles.
17

18 **D. GM issues Ineffective Recalls of the Defective Vehicles.**

19 **1. November 2020 Recall.**

20 61. On November 13, 2020, more than a year after the first known incident of fire
21 in the Defective Vehicles, and more than four years after GM began manufacturing and
22 distributing the Defective Vehicles, GM issued Recall N202311730. The recall covered all
23 2017–2019 Chevy Bolt EVs and warned that the vehicles’ high voltage batteries “may pose a
24 risk of fire when charged to full, or very close to full, capacity.” Instead of completely recalling
25 the Defective Vehicles to replace the dangerous batteries, GM’s recall initially proposed an
26


“interim remedy” for the Defective Vehicles that would limit the battery capacity of the Vehicles to 90% by reprogramming the hybrid propulsion control module:

GM Recall #: N202311730	NHTSA # 20V701	Date issued: Nov 13, 2020
Recall Title: High Voltage Battery May Melt or Burn		
Recall Description: General Motors has decided that a defect which relates to motor vehicle safety exists in select 2017-2019 model year Chevrolet Bolt EV vehicles. A select number of these vehicles were built with high voltage batteries produced at LG Chem's Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity. While our investigation into this condition continues, GM has developed software that will limit vehicle charging to 90% of full capacity to mitigate this risk.		
Safety Risk Description: If the batteries in select vehicles within this population are charged to full capacity, or very close to full capacity, the batteries may pose a risk of fire.		
Repair Description: As an interim remedy, dealers will reprogram the hybrid propulsion control module 2 (HPCM2) to limit full charge to 90%.		
Customer Action: For more information, customers can visit www.chevy.com/boltevre recall or contact the Chevrolet EV Concierge 1-833-EVCHEVY or their preferred dealer.		
Recall Status: INCOMPLETE		


GM mailed recall notices to Bolt owners and lessees in November 2020. Below is a copy of a follow-up notice received by consumers:

**IMPORTANT
BOLT EV
SAFETY RECALL**


THIS NOTICE APPLIES TO YOUR:
2019 Chevrolet Bolt EV
VIN: REDACTED


IMPORTANT RECALL INFORMATION
Your vehicle is equipped with high-voltage cells that may pose a risk of fire when charged to full, or very close to full, capacity.
GM has developed software that will limit vehicle charging to 90 percent of full capacity to mitigate this risk.

OWNER NEXT STEPS
Model Years 2017–2018 Only
Activate the Hill Top Reserve feature to limit battery to 90 percent of full capacity.
Model Year 2019 Only
Activate the Target Charge Level feature to 90 percent target-charge level.


CALL YOUR DEALER
Carr Auto Group, Inc.
15005 Sw Tualatin Valley
Beaverton, OR 97006
503-620-4101

To find a different EV dealer, visit
chevrolet.com/dealer-locator



TUESDAY 9th 10 am
13th
GM VEHICLE SAFETY TEAM

Dear Mary Carr,

We want to help protect your safety. Our records indicate that your vehicle is affected by GM Recall #N202311730 and your interim software update has not been completed.

Please contact your Chevrolet dealer to reprogram your vehicle's hybrid propulsion control module to limit full charge to 90 percent to avoid risk of a fire.

WHY IS YOUR VEHICLE BEING RECALLED?
A certain number of 2017–2019 model year Chevrolet Bolt EV vehicles were built with high-voltage cells produced at LG Chem's Ochang, Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity.

WHAT WILL WE DO?
While our investigation into this condition continues, GM has developed software that will limit vehicle charging to 90 percent of full capacity to mitigate this risk. This software is now available at your Chevrolet dealer. Your Chevrolet dealer will reprogram your vehicle's hybrid propulsion control module to limit full charge to 90 percent. This service will be performed for you at **no charge**. Because of service scheduling requirements, it is likely that your dealer will need your vehicle longer than the actual inspection and service correction time of approximately 25 minutes.

We are working around the clock on our continued investigation and we intend to deploy a final remedy and remove the 90 percent limitation as soon as possible after the first of the year. When that remedy is available, we will send you another letter asking you to take your vehicle to your Chevrolet dealer to have your vehicle serviced **FREE** of charge.

WHAT SHOULD YOU DO?
You should contact your Chevrolet dealer to arrange a service appointment as soon as possible. Until your vehicle's battery system has received the updated software, you should take one of the following interim steps:

Model Years 2017–2018 Only: Activate the Hill Top Reserve feature in your vehicle. This feature, when activated, will limit your vehicle's battery to 90 percent of full capacity.

Model Year 2019 Only: Activate the Target Charge Level feature in your vehicle, and set the target-charge level to 90 percent.

For assistance activating either feature above, please watch the instructional video at www.chevy.com/boltevre recall.

All Model Years: If you are unable or uncomfortable enabling one of the above described charge-limiting features in your vehicle, you should park your vehicle outside as soon as your vehicle completes a full battery charge.

DO YOU HAVE QUESTIONS?

62. GM also emailed a notice entitled “Important safety information regarding your Chevrolet Bolt EV” to Bolt owners and lessees in November 2020:



For more information, visit
[Chevy.com/boltevre recall](https://www.chevy.com/boltevre recall)



For instructions on how to activate these settings, please view the video at our website: [Chevy.com/boltevre recall](https://www.chevy.com/boltevre recall)

If you are unable to successfully make these changes, or do not feel comfortable making these changes, we ask you to not park your car in your garage or carport until after you have visited your dealer.

We recommend scheduling a service appointment with your dealership beginning November 17th to update the vehicle's battery software to automatically limit the maximum state of charge to 90%. Our engineers are working around the clock to identify a permanent fix and we intend to deploy a final remedy to remove the 90% limitation as quickly as possible after the first of the year, 2021.

For More Information:

1. Visit us online at www.chevy.com/boltevre recall
2. Contact our dedicated customer support team, Chevrolet EV Concierge, at 1-833-EVCHEVY — available Monday through Friday from 8:00 a.m. – 7:00 p.m. EST
3. Contact your preferred Chevrolet EV dealer

We apologize for this inconvenience and are committed to finding a final solution to this issue as soon as possible.

Steve Hill
U.S. Vice President, Chevrolet

As you may be aware, the National Highway Traffic Safety Administration (NHTSA) launched an investigation into a few reports the agency received from Chevrolet Bolt EV owners about potential fires. GM had already been investigating these reports prior to that announcement, in cooperation with NHTSA.

We wanted you to hear directly from Chevrolet about your vehicle and what you can expect from us. General Motors and Chevrolet have decided to voluntarily recall select 2017 – 2019 model-year Chevrolet Bolt EVs with high voltage batteries produced at LG Chem's Ochang, South Korea facility that may pose a risk of fire when charged to full, or very close to full, capacity.

The safety of our products is the highest priority for the entire GM and Chevrolet teams. We are working around the clock on our continued investigation.

We will be providing our dealers with a software update beginning November 17, 2020 that will limit the charge for all the vehicles in this population to 90% while we continue to investigate the cause of these incidents. In the meantime, we know that the safety of our owners and their families is paramount, which is why we're asking owners to take the following steps now that will limit the charge capacity to 90%, and reduce the risk of fire.

For your 2017 model-year Bolt EV:

- Change the vehicle charge settings to use the Hill Top Reserve option

63. GM notified consumers that dealerships would offer a software update to implement the interim remedy. GM also instructed consumers how to reduce the Vehicle change settings themselves in order to limit the charging capacity to 90%, leading to a

1 reduction in range of at least 24 miles. GM also instructed consumers not to park their Vehicles
 2 in garages or carports until after they had implemented the software changes:

3
 4 We will be providing our dealers with a software update
 5 beginning November 17, 2020 that will limit the charge
 6 for all the vehicles in this population to 90% while we
 7 continue to investigate the cause of these incidents.
 8 In the meantime, we know that the safety of our owners
 9 and their families is paramount, which is why we're
 10 asking owners to take the following steps now that
 11 will limit the charge capacity to 90% and reduce the
 12 risk of fire.

13 If you are unable to successfully make these changes,
 14 or do not feel comfortable making these changes, we
 15 ask you to not park your car in your garage or carport
 16 until after you have visited your dealer.

17
 18 64. GM's interim remedy not only substantially limited the range of Defective
 19 Vehicles, but failed to prevent battery fires. For example, one 2018 Chevy Bolt owner had the
 20 interim remedy applied to his Vehicle on March 25, 2021. On May 1, 2021, his Vehicle
 21 experienced a battery fire at approximately 11:00 am while his car was parked inside the
 22 garage of his home, resulting in an estimated \$235,000 worth of damage to his Vehicle and
 23 property. The Vehicle was not charging at the time, and prior to the battery fire it was "rarely
 24 used" and "[t]he owner did not charge to full often, if ever."

25 2. April 2021 "fix."

26 65. On April 29, 2021, GM announced a purported permanent "fix" for the
 Defective Batteries in the Defective Vehicles. GM's remedy consisted of a GM dealer tool to
 "identify potential battery anomalies and replace battery module assemblies as necessary"
 coupled with the installation of "advanced onboard diagnostic software into these [Defective]

1 Vehicles that ... has the ability to detect potential issues related to changes in battery module
2 performance before problems can develop”:

3
4 General Motors is notifying owners of select 2017-2019 model year Chevrolet Bolt EVs
5 that it has developed a remedy to complete the previously announced safety recall.

6 As part of the service procedure, dealers will utilize GM-developed diagnostic tools to
7 identify potential battery anomalies and replace battery module assemblies as necessary.
8 The remedy will also include the installation of advanced onboard diagnostic software into
9 these vehicles that, among other things, has the ability to detect potential issues related to
10 changes in battery module performance before problems can develop.

11 Customers will need to visit their nearest participating Chevrolet Bolt EV dealer to have
12 the remedy service procedure performed. When the vehicle is updated with the new
13 software, the 90% state of charge limitation is removed, so that the battery is returned to
14 its previous maximum charging capacity.

15 Customers of 2019 model year Chevrolet Bolt EVs were able to have this remedy
16 performed starting on April 29 and customers who own 2017 and 2018 model year Bolt
17 EVs will be eligible to have the remedy performed starting May 26 at their preferred
18 Chevrolet Bolt EV Dealer. We will also be making the advanced diagnostic software
19 available to all other Bolt EV owners in the coming months. Additionally, we will be
20 making this diagnostic software standard in the 2022 Bolt EV and EUV, as well as future
21 GM electric vehicles.

22 66. The new diagnostic software was “supposed to monitor the [battery] cells for
23 voltage variations much more closely and often than before. The idea is to proactively look for
24 the conditions or indications that could lead to a fire. This way they can either avoid them, or
25 get the battery replaced before a fire occurs.” If the software detected an abnormality, it advised
26 the operator to take the Vehicle in for a battery swap.

67. In addition, the software “also monitors the battery after the charge completes
to look for abnormalities” and “if the car detects a ‘thermal runaway’ event (aka impending
fire), it will blare the horn and flash the lights.” Crucially, like GM’s interim November 2020

1 remedy, the April recall did not cure the Defective Battery in the Defective Vehicles. Rather,
2 it alerted operators of the Defective Vehicles that a battery fire may still occur or is occurring.
3 The warning did nothing to prevent a runaway event, and in practical terms it was next to
4 worthless as a warning of an impending fire.

5
6 68. Like the interim November 2020 remedy, GM's April purported "fix" did not
7 prevent battery fires. On July 1, 2021, Tim Briglin, a Vermont state legislator and owner of a
8 2019 Chevy Bolt, experienced a battery fire despite having GM's new diagnostic software
9 installed on June 9, 2021. A photo of the burned vehicle is below:



19
20 69. Prior to receiving the purportedly permanent recall fix, Briglin followed GM's
21 instructions and limited the charge of his Vehicle to 80% capacity and reported no other issues
22 with his Vehicle. At the time he received the recall fix his Vehicle had only 38,264 miles on
23 the odometer. After receiving the recall fix, he resumed charging his battery as instructed by
24 GM.

25 70. At least two more Vehicles spontaneously caught fire after receiving the April
26 2021 "fix." On July 14, 2021, GM released a new recommendation to Plaintiffs: park the
Vehicles outside, "away from homes and other structures," immediately after charging, and

1 do not charge the Vehicles overnight. GM recommended this regardless of whether the Vehicle
2 had had the interim or final recall remedy completed.

3 **3. July 2021 Recall and Safety Guidance.**

4
5 71. On July 23, 2021, GM announced Recall N212343880 for all 2017–19
6 Chevrolet Bolt vehicles, regardless of whether they had already had the previous recall(s)
7 performed. GM announced that it would use software to check for potentially defective
8 batteries and then replace them as needed. Dealers would also install diagnostic software that
9 would allegedly warn of impending fires. In the meantime, GM imposed stringent restrictions
10 on the charging and use of the 2017–19 Defective Vehicles: customers were to limit charging
11 capacity to 90% and avoid depleting their battery below “approximately 70 miles of remaining
12 range,” instructions that resulted in a loss of range of more than 40%. GM also instructed
13 owners to “continue to park their vehicles outside immediately after charging and not leave
14 their vehicles charging overnight,” inconveniencing their customers and rendering it difficult
15 for them to charge their vehicles.
16

17 **4. August 2021 Recall.**

18
19 72. On August 17, 2021, GM announced Recall N212345940, which expanded the
20 July 2021 recall to include roughly 9,000 previously excluded 2019 model year Defective
21 Vehicles plus more than sixty-thousand 2020–22 model year Defective Vehicles. Once again,
22 GM asked customers to limit charging capacity to 90%, to avoid depleting their battery below
23 “approximately 70 miles of remaining range” and to “continue to park their vehicles outside
24 immediately after charging and not leave their vehicles charging overnight:”
25
26

Condition	General Motors has decided that a defect which relates to motor vehicle safety exists in 2020-22 model year Chevrolet Bolt EV and 2022 model year Chevrolet Bolt EUV vehicles. The high voltage batteries in some vehicles may pose a risk of fire when charged to full, or very close to full, capacity.
Correction	<p>The remedy will be the replacement of defective battery modules in the recall population. Until the updated recall remedy is performed, customers should take the following interim steps:</p> <ol style="list-style-type: none"> 1. Customers should set their vehicle's high-voltage battery system to a 90% state of charge limitation using Target Charge Level mode. If customers are unable to successfully make these changes, or do not feel comfortable making these changes, customers should visit their dealer to have these adjustments completed. 2. Additionally, we ask that customers charge their vehicle more frequently and avoid depleting their battery below approximately 70 miles (113 KM) of remaining range, where possible. 3. Out of an abundance of caution, customers should continue to park their vehicles outside immediately after charging and not leave their vehicles charging indoors overnight.

GM admitted that it did not have a fix for the Vehicles at the time, stating that “we are working on a process to identify which modules are defect-free and which need to be replaced. Once we have a validated process, we will be able to replace only those modules that are actually defective.”

73. GM mailed notices of the updated recall to owners and lessees of the Vehicles in August 2021 such as the following:

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

General Motors has decided that a defect which relates to motor vehicle safety exists in certain 2017 model year Chevrolet Bolt EV vehicles. As a result, GM is conducting a safety recall. We apologize for this inconvenience. However, we are concerned about your safety and continued satisfaction with our products.

IMPORTANT

- Your vehicle is involved in a new GM safety recall N212343880.
- Previously, you were notified that your vehicle is involved in GM recall N202311731. If you have not done so, you should visit your Chevrolet EV dealer to obtain the remedy for the previous recall, which includes an important software update and diagnostic check on the health of your vehicle's battery system.
- This letter contains important interim safety precautions that should be followed until the final recall remedy for new recall number N212343880 is performed on your vehicle.

Why is your vehicle being recalled?

Certain vehicles were built with high voltage cells produced at LG Chem's Ochang, Korea facility that pose a risk of fire when charged to full, or very close to full, capacity. Experts from GM and LG have identified the simultaneous presence of two manufacturing defects in the same battery cell as the root cause of these battery fires.

What will we do?

Parts to repair your vehicle are not currently available, but when parts are available, your Chevrolet dealer will replace the lithium ion battery modules in your vehicle with new lithium ion battery modules. This service will be performed for you at **no charge**.

We are working as quickly as possible to correct this condition. When parts are available, we will send you another letter asking you to take your vehicle to your Chevrolet dealer to have your vehicle serviced. You can also check the status of this recall at: <https://my.gm.com/recalls>.

What should you do?**While we prepare to conduct this recall, you should take the following interim steps:**

1. You should, whether or not your vehicle received the recall remedy in GM safety recall N202311731, return your vehicle to the 90% state of charge limitation using Hilltop Reserve mode (for 2017-2018 model years) or Target Charge Level (for 2019 model year) mode. If you are unable to successfully make these changes, or do not feel comfortable making these changes, visit your Chevrolet EV dealer to have these adjustments completed, **free of charge**.
2. Charge your vehicle more frequently and avoid depleting your battery below approximately 70 miles (113 KM) of remaining range, where possible.
3. **Continue to park your vehicle outside immediately after charging and do not leave your vehicle charging indoors overnight.**

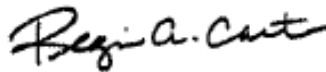
If you have not visited your dealer to receive the recall remedy in GM safety recall N202311731, you should visit your Chevrolet EV dealer to obtain this important software update, which includes a diagnostic check on the health of your vehicle's battery system. After obtaining the software update, you should still take the interim steps summarized above. When scheduling your appointment, confirm with the dealer that they are an EV certified dealer.

Do you have questions?

If you have questions or concerns that your dealer is unable to resolve, please contact the Chevrolet EV Concierge team at 833-EVCHEVY (833-382-4389). Hours of operation are Monday through Friday, 8:00 AM to 12:00 AM ET or Saturday and Sunday, 12:00 PM to 9:00 PM ET.

If after contacting your dealer and the Chevrolet EV Concierge, you are still not satisfied we have done our best to remedy this condition without charge and within a reasonable time, you may wish to write the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590, or call the toll-free Vehicle Safety Hotline at 1.888.327.4236 (TTY 1.800.424.9153), or go to <http://www.safercar.gov>. The National Highway Traffic Safety Administration Campaign ID Number for this recall is 21V560.

Federal regulation requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.



Regina A. Carto
Vice President
Global Product Safety and Systems

74. In September 2021, GM announced further restrictions on owners and lessees of the Vehicles. In addition to the recall instructions, if owners or lessees needed to park in a parking lot or structure, GM now recommended “parking on the top floor or on an open-air deck and park[ing] 50 feet or more away from [other] vehicle[s].” GM repeated this advice to consumers on multiple forums.

75. In October 2021, GM issued Recall N212343881 covering all 2017-2019 Chevy Bolt EVs.

Product Safety Recall

N212343881 High Voltage Battery May Melt or Burn



Make	Model	Model Year		RPO	Description
		From	To		
Chevrolet	Bolt EV	2017	2019		

Involved vehicles are marked "Open" on the Investigate Vehicle History screen in GM Global Warranty Management system. This site should always be checked to confirm vehicle involvement prior to beginning any required inspections and/or repairs.

Condition	General Motors has decided that a defect which relates to motor vehicle safety exists in certain 2017-2019 model year Chevrolet Bolt EV vehicles. The high voltage batteries in these vehicles may pose a risk of fire when charged to full, or very close to full, capacity.
Correction	Dealers will replace the lithium-ion battery pack in the vehicle.

Pursuant to the Recall, GM dealers would "replace the lithium-ion battery pack" in the affected vehicles. That same month, GM announced Recall N212345941, which expanded the battery replacement recall to all 2020-2022 Chevy Bolt EVs and 2022 Chevy Bolt EUVs.

76. Then, in December 2021, GM announced Recall N212345940-01, a revision to Recall N212345940. The recall applied to all 2020-2022 Chevy Bolt EVs and 2022 Chevy Bolt EUVs. The recall claimed that GM had developed new diagnostic software that would limit the vehicle's maximum charge to 80% and would remove some of the prior charging and use limitations. Even if true, the new recall would lead to a decrease in range of more than 20%.

77. Finally, in June 2023, GM issued Recall N212345944 and Recall N212345945. The recalls applied to most 2020-2022 Chevy Bolt EVs and 2022 Bolt EUVs. The recall informed Bolt owners that GM would install advanced diagnostic software that would limit the Defective Batteries to a maximum state of charge of 80%. If no anomalies were detected by the software after 6200 miles of use, the battery would return to 100%. If problems were the detected, battery would be replaced:

Condition	General Motors has decided that a defect which relates to motor vehicle safety exists in certain 2020-2022 model year Chevrolet Bolt EV, and 2022 model year Chevrolet Bolt EUV vehicles. The high voltage batteries in these vehicles may pose a risk of fire when charged to full, or very close to full, capacity.
Correction	Dealers are to install the advanced diagnostic software that will monitor battery performance and identify defective battery modules that require replacement.

GM issued a Notice to Consumers that explained the terms of the recall:

Safety Recall

N212345945 High Voltage Battery May Melt or Burn (GM Owned Vehicles)



NOTICE TO CUSTOMER

This vehicle is now updated with a new advanced diagnostic software that will continually monitor the high voltage battery. If the software detects a problem in your vehicle's high voltage battery, you will be alerted via a warning in the driver information center. If this occurs, you should contact your Chevrolet Bolt EV/EUV certified dealer to have the affected high voltage battery module replaced.

The software will initially limit your vehicle's high voltage battery to a maximum state-of-charge of 80%. If no anomalies are detected after **approximately** 6,200 miles or 10,000 km of use, the high voltage battery will automatically return to a maximum state-of-charge of 100% without a return trip to the dealer. After this occurs, the software's advanced diagnostics will continue to monitor your vehicle's high voltage battery system.

78. As part of the June 2023 recall, GM also informed owners that until they received the new software or a new battery, they should continue to limit charging to 90%, not allow the battery range to get below 70 miles, park their vehicle outside after charging and not charge their vehicles indoors overnight:

1 If you have not been able to visit your local dealer for a software update or lithium-ion
2 battery module replacement, we ask that you continue to follow these steps:

- 3 1. Set your vehicle to a 90 percent state of charge limitation using Hilltop Reserve
4 mode (for 2017-2018 model years) or Target Charge Level mode (for 2019-2022
5 model years). Instructions on how to do this are available in the videos below. If you
6 are unable to successfully make these changes, or do not feel comfortable making
7 these changes, please visit your Chevrolet dealer to have these adjustments
8 completed.
- 9 2. Charge your vehicle more frequently and avoid depleting your vehicle battery to
10 below approximately 70 miles (113 kilometers) of remaining range, where possible.
- 11 3. Park your vehicle outside immediately after charging and do not leave your vehicle
12 charging indoors overnight.

13 79. Despite GM's multiple recalls, Plaintiffs are now left with vehicles that cannot
14 reach the advertised range, that they cannot charge at convenient times or locations, and that
15 may spontaneously burst into flames, causing serious harm to the vehicle and its owners,
16 lessees and occupants. Plaintiffs were also deprived of the benefit of their bargain in
17 purchasing or leasing their Defective Vehicles.

18 80. Defendants have been unable to develop, implement, and deliver a repair that
19 relieves consumers from their current unsafe and unacceptable circumstances. Even if they
20 could do so tomorrow, Plaintiffs would still have suffered economic harm. Had Defendants
21 disclosed the Vehicles' true characteristics, consumers would have paid much less for the
22 Vehicles, if they would have bought or leased them at all. This means that Plaintiffs overpaid
23 for the Defective Vehicles at the time of purchase. Consumers who drove their Vehicles less
24 frequently because of range anxiety, range limitations, inconvenient charging, or other reasons
25 related to the defects also lost the benefits of use and the option for use, while their Vehicles
26 still depreciated as they aged.

81. Lower performance, inferior performance capability, such as range limits, safety hazards, mitigation costs, and reduced value are all attributable to the defect and diminish the value of Plaintiffs' ownership experience, for reasons attributable to the unreasonable and undisclosed Battery Defects. As a result, Plaintiffs have suffered economic harm. Even a full and complete repair today, were one possible, would only terminate some of those injuries. It would not remedy harm that Plaintiffs have already suffered and will suffer in the future.

IV. CAUSES OF ACTION

First Cause of Action: Breach of Express Warranty (RCW 62A.2-313 and 62A.2A-210)

82. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

83. Plaintiffs were "buyers" of the subject vehicles under RCW 62A.2-103.

84. GM was a "seller" of the subject vehicles under RCW 62A.2-103.

85. The subject vehicles constitute "goods" under RCW 62A.2-105.

86. Plaintiffs' purchase or lease of the subject vehicles was accompanied by express warranties as defined in UCC Sections 2-313 and/or 2A-210 written and otherwise offered by Defendant, whereby said warranties were part of the basis of the bargain of upon which Plaintiffs relied. Specifically, Defendant provided all purchasers and lessees of the Defective Vehicles with an express written warranty that covered the Vehicles, including but not limited to the battery, and Defendants warranted the Vehicle to be free of defects in materials and workmanship at the time of purchase or lease. Defendants also warranted that the Defective Vehicles' high voltage battery pack was free of defects in design, materials, and workmanship and that repairs and other adjustments would be made by authorized dealers, without charge, to

1 correct defects in materials or workmanship which occurred during the first 8 years or 100,000
2 miles, whichever came first. These express warranties became part of the basis of the parties'
3 bargain. Accordingly, Defendant's warranties are express warranties under the UCC.

4 87. The vehicles were not as warranted and represented in that the vehicles have the
5 battery defects or conditions described above, as well as defects or conditions as reflected in
6 the various repair orders, technical service bulletins, special service messages, recall documents
7 and consumer complaints in possession of Defendant.

8 88. As a result of the battery defect, the subject vehicle cannot be reasonably relied
9 on by Plaintiffs for the ordinary purpose of safe, reliable and efficient transportation.

10 89. Plaintiffs have provided the Defendants with sufficient opportunities to repair or
11 replace the subject vehicles. Plaintiffs have reasonably met all obligations and pre-conditions
12 as provided in the express warranty.

13 90. Defendant has breached the express warranties by failing to adequately repair
14 the subject vehicles and/or have not repaired the subject vehicles in a timely fashion, and the
15 vehicles remain in a defective condition. Defendants sold and leased the Defective Vehicles
16 with the Defective Batteries, requiring repair or replacement within the applicable warranty
17 periods, and refused to honor the warranties by providing free repairs or replacements during the
18 applicable warranty periods sufficient for the Defective Vehicles to be restored to their
19 advertised qualities within a reasonable time.

20 91. The subject vehicles continue to contain defects that substantially impair the use,
21 safety and value of the vehicles. These defects and non-conformities could not reasonably
22 have been discovered by Plaintiffs prior to Plaintiffs' acceptance of the subject vehicle.

1 92. As a result of Defendant's breaches of express warranties, Plaintiffs have
2 suffered damages within the jurisdictional limits of this Court in the form of overpayment at
3 the time of purchase, out of pocket repair costs and diminution in value of the subject vehicles.
4 Plaintiffs seek an award of such damages along with all reasonable and necessary attorneys'
5 fees and costs of court.
6

7 93. Plaintiffs each notified Defendants of their breach within a reasonable time,
8 and/or were not required to do so because affording Defendants a reasonable opportunity to
9 cure their breaches would have been futile. *See, e.g., In re Chevrolet Bolt EV Battery Litig.*,
10 633 F. Supp. 3d 921, 976 (E.D. Mich. 2022) ("The Court is persuaded that Plaintiffs have
11 alleged enough to establish that it would have been futile to present their vehicles for repair.
12 Plaintiffs have made the sort of representations the Gregorio court suggested would be
13 sufficient: that there is a defect common to all class vehicles; that GM was consistently unable
14 to fix the defect; and that any repairs or mitigation that GM offered were insufficient."").
15

16 94. In any event, Defendants know about the defect but instead chose to conceal it
17 until just recently as a means of avoiding compliance with its warranty obligations. Moreover,
18 Defendants were provided notice of these issues within a reasonable amount of time by the
19 numerous complaints they received from various sources, including through the NHTSA
20 database, other online sources, and directly from consumers, including Plaintiffs.
21

22 95. Any attempt to disclaim or limit these express warranties vis-à-vis consumers is
23 unconscionable and unenforceable under the circumstances here. Specifically, any warranty
24 limitations are unenforceable because Defendants knowingly sold a defective product to
25 Plaintiffs. The time limits contained in the applicable warranty period were also
26 unconscionable and inadequate to protect Plaintiffs. Among other things, Plaintiffs had no

1 meaningful choice in determining these time limitations, the terms of which unreasonably
 2 favored Defendants. A gross disparity in bargaining power existed between Defendants and
 3 the Plaintiffs because Defendants knew or should have known that the Defective Vehicles were
 4 defective at the time of sale and would fail well before their useful lives.

5 96. Furthermore, the limited warranty promising to repair and/or correct a
 6 manufacturing defect failed its essential purpose because the contractual remedy is insufficient
 7 to make Plaintiffs whole and because Defendants have failed and/or have refused to adequately
 8 provide the promised remedies within a reasonable time.

9 97. Plaintiffs provided Defendant with notice of its breaches of warranty within a
 10 reasonable time after they discovered or should have discovered such breaches.

11
 12 **Second Cause of Action:**
 13 **Breach of Express Warranty-Magnuson Moss Warranty Act**

14 98. Plaintiffs incorporate by reference each preceding paragraph as though fully set
 15 forth herein.

16 99. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss Warranty
 17 Act, 15 U.S.C. § 2301(3). GM is a supplier and warrantor within the meaning of 15 U.S.C. §§
 18 2301(4)-(5). The Defective Vehicles, including Plaintiffs’ Vehicles, are “consumer products”
 19 within the meaning of 15 U.S.C. § 2301(1).

20 100. Plaintiffs’ purchase or lease of the subject vehicles was accompanied by
 21 express warranties as defined in 15 U.S.C. § 2301(6). Specifically, Defendants provided all
 22 purchasers and lessees of the Defective Vehicles with an express written warranty that covered
 23 the Vehicles, including but not limited to the battery, and Defendants warranted the Vehicle to
 24 be free of defects in materials and workmanship at the time of purchase or lease. Defendants
 25 also warranted that the Defective Vehicles’ high voltage battery pack was free of defects in
 26

1 design, materials, and workmanship and that repairs and other adjustments would be made by
2 authorized dealers, without charge, to correct defects in materials or workmanship which
3 occurred during the first 8 years or 100,000 miles, whichever came first.

4 101. The vehicles were not as warranted and represented in that the vehicles have the
5 battery defects or conditions described above, as well as defects or conditions as reflected in
6 the various repair orders, technical service bulletins, special service messages, recall documents
7 and consumer complaints in possession of Defendant.

8 102. As a result of their many defects, the subject vehicle cannot be reasonably relied
9 on by Plaintiffs for the ordinary purpose of safe, reliable and efficient transportation.

10 103. Plaintiffs have provided the Defendants with sufficient opportunities to repair or
11 replace the subject vehicles. Plaintiffs have reasonably met all obligations and pre-conditions
12 as provided in the express warranty. Plaintiffs provided Defendant with notice of its breaches
13 of warranty within a reasonable time after they discovered or should have discovered such
14 breaches.

15 104. Defendant has breached the express warranties by failing to adequately repair
16 the subject vehicles and/or have not repaired the subject vehicles in a timely fashion, and the
17 vehicles remain in a defective condition. Defendants sold and leased the Defective Vehicles
18 with the Defective Batteries, requiring repair or replacement within the applicable warranty
19 periods, and refused to honor the warranties by providing free repairs or replacements during the
20 applicable warranty periods sufficient for the Defective Vehicles to be restored to their
21 advertised qualities within a reasonable time.

1 105. The subject vehicles continue to contain defects that substantially impair the use,
2 safety and value of the vehicles. These defects and non-conformities could not reasonably
3 have been discovered by Plaintiffs prior to Plaintiffs' acceptance of the subject vehicle.

4 106. As a result of Defendant's breaches of express warranties, Plaintiffs have
5 suffered damages within the jurisdictional limits of this Court in the form of overpayment at
6 the time of purchase, out of pocket repair costs and diminution in value of the subject vehicles.
7 Plaintiffs seek an award of such damages along with all reasonable and necessary attorneys'
8 fees and costs of court.

9 107. Any attempt to disclaim or limit these express warranties vis-à-vis consumers is
10 unconscionable and unenforceable under the circumstances here. Specifically, any warranty
11 limitations are unenforceable because Defendants knowingly sold a defective product to
12 Plaintiffs. The time limits contained in the applicable warranty period were also
13 unconscionable and inadequate to protect Plaintiffs. Among other things, Plaintiffs had no
14 meaningful choice in determining these time limitations, the terms of which unreasonably
15 favored Defendants. A gross disparity in bargaining power existed between Defendants and
16 the Plaintiffs because Defendants knew or should have known that the Defective Vehicles were
17 defective at the time of sale and would fail well before their useful lives.

18 108. Furthermore, the limited warranty promising to repair and/or correct a
19 manufacturing defect failed its essential purpose because the contractual remedy is insufficient
20 to make Plaintiffs whole and because Defendants have failed and/or have refused to adequately
21 provide the promised remedies within a reasonable time.

22
23
24
25 **Third Cause of Action:**
26 **Breach of Implied Warranty**
 of Merchantability (RCW 62A.2-314)

109. GM was a “merchant” of the subject vehicles under RCW 62A.2-104.

110. The subject vehicles constitute “goods” under RCW 62A.2-105.

111. The subject vehicles were subject to implied warranties of merchantability under UCC Sections 2-314 and/or Section 2A-212 as well as RCW 62A.2-314.

112. Defendant provided Plaintiffs with an implied warranty that the Defective Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for which they were sold. Defendant impliedly warranted that the Defective Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the vehicles were safe and reliable for providing transportation, and would not experience premature and catastrophic failure; and (ii) a warranty that the Defective Vehicles would be fit for their intended use while being operated.

113. The Defective Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation at the time of sale or thereafter because the Defective Battery can manifest and result in spontaneous ignition and fire when fully or nearly fully charged and are therefore not safe to operate. *In re Chevrolet Bolt EV Battery Litig.*, 633 F. Supp. 3d 921, 979 (E.D. Mich. 2022) (“The alleged fire-risk defect clearly constitutes a serious safety defect, and is enough to render a vehicle unmerchantable.”). In addition, the Defective Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and convenient transportation at the time of sale or thereafter because the restrictions placed on the use and charging of Defective Vehicles severely compromised their range and the ease of charging the vehicles. *In re Chevrolet Bolt EV Battery Litig.*, 633 F. Supp. 3d 921, 976 (E.D. Mich. 2022) (“GM’s required recall ‘drastically reduc[ed]’ the Bolt’s mileage range. GM concedes that the recall could impose a ‘roughly 40% reduction’ in range. Cutting the range

1 of a vehicle by nearly half—particularly a vehicle that takes hours to recharge, rather than mere
 2 minutes at a gas station and cannot be charged overnight due to the very defect in question—is
 3 enough to render a vehicle unmerchantable.”)

4 114. Plaintiffs provided Defendant with notice of its breaches of warranty within a
 5 reasonable time after they discovered or should have discovered such breaches.
 6

7 115. Defendant failed to adequately remedy the transmission defects in the subject
 8 vehicles within a reasonable time, and the vehicles continue to be in unmerchantable
 9 condition at the time of filing this Complaint.

10 116. Privity is not required because Plaintiffs were intended third-party beneficiaries
 11 of the contracts between GM and its authorized dealers and were intended beneficiaries of GM's
 12 implied warranties. The dealers were not intended to be the ultimate consumers of the subject
 13 vehicles, and the implied warranties were intended to benefit the ultimate consumers only.
 14

15 117. Plaintiffs are entitled to relief under the UCC and Washington statutes because
 16 Defendants' breach of the implied warranty of merchantability was a producing cause of
 17 economic damages to Plaintiffs in the form of overpayment at the time of purchase, out of
 18 pocket repair costs and diminution in value of the subject vehicles. Plaintiffs seek an award of
 19 such damages along with all reasonable and necessary attorneys' fees and costs of court.
 20

21 **Fourth Cause of Action:**
Breach of Implied Warranty-Magnuson Moss Warranty Act

22 118. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss Warranty
 23 Act, 15 U.S.C. § 2301(3). GM is a supplier and warrantor within the meaning of 15 U.S.C. §§
 24 2301(4)-(5). The Defective Vehicles, including Plaintiffs' Vehicles, are “consumer products”
 25 within the meaning of 15 U.S.C. § 2301(1).
 26

119. Defendant provided Plaintiffs with an implied warranty under 15 U.S.C. §

1 2301(7) that the Defective Vehicles, and any parts thereof, are merchantable and fit for the
2 ordinary purposes for which they were sold. Defendant impliedly warranted that the Defective
3 Vehicles were of merchantable quality and fit for such use. This implied warranty included,
4 among other things: (i) a warranty that the vehicles were safe and reliable for providing
5 transportation, and would not experience premature and catastrophic failure; and (ii) a warranty
6 that the Defective Vehicles would be fit for their intended use while being operated.
7

8 120. The Defective Vehicles were and are not fit for their ordinary purpose of
9 providing reasonably reliable and safe transportation at the time of sale or thereafter because
10 the Defective Battery can manifest and result in spontaneous ignition and fire when fully or
11 nearly fully charged and are therefore not safe to operate. *In re Chevrolet Bolt EV Battery Litig.*,
12 633 F. Supp. 3d 921, 979 (E.D. Mich. 2022) (“The alleged fire-risk defect clearly constitutes a
13 serious safety defect, and is enough to render a vehicle unmerchantable.”). In addition, the
14 Defective Vehicles were and are not fit for their ordinary purpose of providing reasonably
15 reliable and convenient transportation at the time of sale or thereafter because the restrictions
16 placed on the use and charging of Defective Vehicles severely compromised their range and
17 the ease of charging the vehicles. *In re Chevrolet Bolt EV Battery Litig.*, 633 F. Supp. 3d 921,
18 976 (E.D. Mich. 2022) (“GM’s required recall ‘drastically reduc[ed]’ the Bolt’s mileage range.
19 GM concedes that the recall could impose a ‘roughly 40% reduction’ in range. Cutting the range
20 of a vehicle by nearly half—particularly a vehicle that takes hours to recharge, rather than mere
21 minutes at a gas station and cannot be charged overnight due to the very defect in question—is
22 enough to render a vehicle unmerchantable.”).
23
24

25 121. Plaintiffs provided Defendant with notice of its breaches of warranty within a
26 reasonable time after they discovered or should have discovered such breaches.

122. Defendant failed to adequately remedy the transmission defects in the subject vehicles within a reasonable time, and the vehicles continue to be in unmerchantable condition at the time of filing this Complaint.

123. Privity is not required because Plaintiffs were intended third-party beneficiaries of the contracts between GM and its authorized dealers and were intended beneficiaries of GM's implied warranties. The dealers were not intended to be the ultimate consumers of the subject vehicles, and the implied warranties were intended to benefit the ultimate consumers only.

124. Plaintiffs are entitled to relief because Defendant's breach of the implied warranty of merchantability was a producing cause of economic damages to Plaintiffs in the form of overpayment at the time of purchase, out of pocket repair costs and diminution in value of the subject vehicles. Plaintiffs seek an award of such damages along with all reasonable and necessary attorneys' fees and costs of court.

**Fifth Cause of Action:
Violations of the Consumer Protection Act
(RCW 19.86.010, et. seq.)**

125. Plaintiffs incorporate by reference herein the foregoing paragraphs.

126. Plaintiffs are "persons" under RCW 19.86.010.

127. Defendant was engaged in "trade" and "commerce" with respect to the subject vehicles as those terms are defined in RCW 19.86.010.

128. Washington's Consumer Protection Act (the "Act") prohibits the "unfair or deceptive acts or practices on the conduct of any trade or commerce." RCW 19.86.020.

129. GM engaged in false, misleading, deceptive, and unfair acts and practices by representing that the Subject Vehicles had a 200-mile electric range, which they did not have unless charged to an unsafe and dangerous level which could lead to a fire. GM further engaged

1 in false, misleading, deceptive, and unfair acts and practices by failing to inform Plaintiffs and
2 others of the Subject Vehicles' serious battery defect. GM was aware of the battery defect at
3 the time it marketed and sold the Subject Vehicles to Plaintiffs and failed to disclose this
4 material fact to Plaintiffs.

5 130. GM intended that Plaintiffs rely on GM's false, misleading, deceptive, and
6 unfair acts and practices in purchasing the Subject Vehicles. Had Plaintiffs been aware of the
7 true facts, they would not have purchased the Subject Vehicles or would have paid substantially
8 less for them. By purchasing the Subject Vehicles at the prices they paid, Plaintiffs suffered
9 injuries and actual damages as a result of their justifiable reliance on GM's false, misleading
10 and deceptive acts and practices, including but not limited to overpayment at the time of
11 purchase, out of pocket repair costs and diminution in value of the subject vehicles.
12

13 131. Defendants' violations present a continuing risk to Plaintiffs as well as to the
14 general public. Defendants' unlawful acts and practices complained of herein affect the public
15 interest. Plaintiffs seek an award of their actual damages along with appropriate punitive or
16 exemplary damages, all reasonable and necessary attorneys' fees and costs of court.
17

18 132. Defendant's violations entitle each Plaintiff to their costs, attorney fees, and
19 damages, including treble damages, in an amount to be determined at trial. *See* RCW 19.86.090
20 RCW 19.86.093. Plaintiffs are also entitled to both pre-judgment and post-judgment interest.
21

22 133. Pursuant to RCW 19.86.095, Plaintiffs will serve the Washington Attorney
23 General with a copy of this complaint as Plaintiffs seek injunctive relief.

24 **Sixth Cause of Action:**
25 **Fraud by Concealment**

26 134. Plaintiffs incorporate by reference herein the foregoing paragraphs.

1 135. Defendant made material omissions concerning a presently existing or past fact
2 in that, for example, Defendant did not fully and truthfully disclose to their customers the true
3 nature of the defective batteries, which was not readily discoverable until years after they
4 purchased or leased the subject vehicles. Defendants also failed to disclose that the advertised
5 range of the subject vehicles could not be reached safely and without risk of a battery fire.
6 These facts, and other facts as set forth above, were material because reasonable people attach
7 importance to their existence or nonexistence in deciding which vehicle to purchase.
8

9 136. Defendant had superior knowledge of, and was in exclusive control of, the
10 foregoing material facts and such facts were not known to the general public or to Plaintiffs or
11 readily ascertainable by them. Defendant actively and intentionally suppressed and concealed
12 the foregoing material facts in order to induce Plaintiffs and others to purchase the subject
13 vehicles at the advertised prices.
14

15 137. Defendant was also under a duty to disclose these omitted facts, because where
16 one does speak one must speak the whole truth and not conceal any facts which materially
17 qualify those facts stated. One who volunteers information must be truthful, and the telling of
18 a half-truth calculated to deceive is fraud.

19 138. In addition, Defendant had a duty to disclose these omitted material facts
20 because they were known and/or accessible only to Defendant, who had superior knowledge
21 and access to the facts, and Defendant knew they were not known to or reasonably discoverable
22 by Plaintiffs. The facts Defendants omitted from their representations were material because
23 they directly impacted the subject vehicles' safety and reliability.
24
25
26

139. Plaintiffs were unaware of the true facts regarding the subject vehicles and would not have acted as they did had they known of the suppressed and concealed facts. Plaintiffs justifiably relied on Defendant's omissions and were damaged as a result.

140. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of the rights of Plaintiffs. Defendants' conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

141. As a result of Defendant's acts of fraud by concealment, Plaintiffs seek an award of their actual damages along with appropriate punitive or exemplary damages, all reasonable and necessary attorneys' fees and costs of court.

V. ATTORNEYS' FEES

142. Plaintiffs seek all reasonable and necessary attorneys' fees in this case, which include the following:

- a. preparation and trial of this lawsuit;
- b. post-trial, pre-appeal legal services; and
- c. an appeal to the Ninth Circuit Court of Appeals.

VI. CONDITIONS PRECEDENT

143. All notices and other conditions precedent to Plaintiffs' right to recover herein have been performed or have occurred.

VII. JURY DEMAND

144. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs request a jury trial of this matter and tender the proper jury fee with the filing of this petition.

VIII. CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully pray that Defendant be cited to appear and answer herein, and that upon final trial, they recover against Defendant as follows:

1) On their first claim for relief against Defendant General Motors for violations of RCW 62A.2-313 and 62A.2A-210:

- a. Damages in an amount to be determined by the jury; and
- b. Attorney's fees and costs.

2) On their second claim for relief against Defendant General Motors for violations of the Magnusson-Moss Warranty Act (Express Warranty):

- a. Damages in an amount to be determined by the jury;
- b. Statutory damages as determined by the Court; and
- c. Attorney's fees and costs.

3) On their third claim for relief against Defendant General Motors for violations of RCW 62A.2-314:

- a. Damages in an amount to be determined by the jury; and
- b. Attorney's fees and costs.

4) On their fourth claim for relief against Defendant General Motors for violations of the Magnusson-Moss Warranty Act (Implied Warranty):

- a. Damages in an amount to be determined by the jury;
- b. Statutory damages as determined by the Court; and
- c. Attorney's fees and costs.

1 5) On their fifth claim for relief against Defendant General Motors for violations of
2 The Washington Consumer Protection Act:

- 3 a. Damages in an amount to be determined by the jury;
4 b. Treble damages for each and every violation as authorized by RCW
5 19.86.090;
6 c. Available pre-judgment ant post-judgment interest where applicable; and
7 d. Attorney's fees and costs

8
9 6) On their sixth claim for relief against Defendant General Motors for violations of
10 Fraud by Concealment:

- 11 a. Damages in an amount to be determined by the jury;
12 b. Attorney's fees and costs.

13 7) On All Claims for Relief, costs and expenses incurred in this action; and

14 8) For such other relief that the Court deems appropriate.

15
16 SIGNED this 15th day of December, 2023.

17
18 PFAU COCHRAN VERTETIS AMALA, PLLC

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